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**RUSSELL v. ALLMOND.**—Decided at Richmond, January 16, 1896.—  
*Cardwell, J.:*

1. **EJECTMENT**—*Legal title and right to possession—Case at bar.* As a general rule, the plaintiff in an action of ejectment must show a legal title in himself, and a present right to the possession under it at the time of the demise laid in the declaration. In the case at bar the general rule applies.

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**DARLING v. CUMMING'S EX'OR AND OTHERS.**—Decided at Richmond, January 30, 1896.—*Harrison, J.:*

1. **CONTRACTS OF SALE OF LANDS**—*Reference in signed paper to one not signed—Parol evidence.* In order to satisfy the requirement of the Statute of Frauds where the whole contract of parties is embodied in different papers, or written on different pieces of paper, some of which are signed and others not, the signed paper must refer to the unsigned in clear and distinct terms, but the reference need not be to the unsigned *eo nomine*. Parol evidence is admissible to identify it if the reference to it is sufficiently clear to exclude the idea that any other paper can be referred to.

2. **CONTRACTS FOR SALE OF LANDS**—*Reference in a will to an unsigned paper—Parol evidence.* If a will can in any case be read in connection with a previous unsigned paper to take a case out of the Statute of Frauds, it is not warranted in the case at bar because the unsigned paper is not clearly referred to by the will, and if parol evidence be admissible to connect the two, when admitted, it is by no means certain that the *unsigned paper* was in the testator's mind when he referred, in his will, to the “understanding” between himself and the appellant.

3. **SPECIFIC PERFORMANCE**—*Terms of contract—Change of circumstances—Unexcused delay.* Applications for specific performance of contracts are addressed to the sound discretion of the court, regulated by established principles. The contract must be distinctly proven and its terms clearly ascertained. It must be reasonable, certain, legal, mutual, based on a valuable or meritorious consideration, and the party seeking its enforcement must have been ready, prompt, eager and desirous to perform. If there has been a change of circumstances or relations which renders the execution of the contract a hardship on the defendant, and especially if there has been a great change in values, and it is accompanied by an unexcused delay on the part of the complainant, the change and delay together will constitute a sufficient ground for denying specific performance when sought by the one in default.

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**AYLETT, TRUSTEE, v. WALKER AND OTHERS.**—Decided at Richmond, February 6, 1896.—*Keith, P.:*

1. **PLEADING**—*Assignor and assignee—Common partner in debtor and creditor firms—Action by assignee.* The assignee of a chose in action may, under section 2860 of the Code, maintain thereon in his own name any action which his assignor might have maintained, but where the debtor and creditor are firms in which there are one or more common partners, no action at law can be maintained in the name of the assignee of the chose, if none could have been maintained by his assignors.